

**STATE OF LOUISIANA  
LOUISIANA DEPARTMENT OF INSURANCE**

**REQUEST FOR PROPOSALS  
FOR**

**REENGINEERING THE PRODUCER LICENSING SYSTEM**

**February 18, 2005**

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## **1.0. GENERAL INFORMATION**

### **1.1 Purpose**

#### **Current Agent Licensing System**

The existing Agent Licensing System is a legacy system implemented on an SCO UNIX operating system using an INFORMIX ONLINE DATABASE ENGINE. This system allows applicants to submit applications for licenses, examinations, re-examinations, address changes and name changes.

This system was designed with business rules for each function. For license applications and examination applications business rules were developed for each type and class. This covers approximately 39 different types and classes of licenses. Applicants may also choose to pay application fee(s) and examinations fee(s) online. The information is currently stored in an INFORMIX Database and certain information is currently transferred to the INTERNET system. Applications are currently printed and processed as paper applications. However, the new system must be completely integrated with existing Department of Insurance applications

The Department of Insurance expects the new system to be developed, implemented and tested by July 30, 2006.

### **1.2 Background**

The existing Agent Licensing system encompasses all aspects of the regulatory process and management of Agents. These include:

- 1) Application for a license
- 2) Background check processing
- 3) Automated generation of standard forms, reports and letters for all processes
- 4) Management of complaints and actions against agents for complaints or violations
- 5) Tracking of pre-license and continuing education for agents
- 6) Administration of agent appointments
- 7) All aspects of agent license renewals
- 8) Production and processing of automated data extracts including EFT
- 9) Tracking and management of all processes

The system also processes incoming automated data transfers from approved department vendors. The system is an integral part of existing department database, thus it has complete integration with existing department systems. The system is also flexible and complies with changes and updates uniformity regulations as defined by the national insurance bodies.

### 1.3 Introduction

*The purpose of this Request for Proposal (RFP) is for the Department of Insurance to contract with a contractor that has the expertise to design and develop technology systems and to re-engineer and replace current systems that will maximize production and overall efficiency.*

*The goal of the Office of Licensing and Compliance and the Information Technology Section is to meet its customers' expectations in seeking and obtaining, and maintaining a license. The goal for processing a complete application for a license is two days. The new system shall support and provide a process and system for providing timely information to applicants and licensees.*

*The new system must conform to Department of Insurance programming standards and provide for full seamless interfacing with all systems in the Department of Insurance, National Association of Insurance Commissioners (NAIC), National Insurance Producer Registry (NIPR), and other designated entities.*

- **Agents Licensing's Current Systems Environment and Functions**

**Division Work Load**

♦ Number of Licensees with at least one active appointment .....	70,000
♦ Number of license applications processed each year .....	19,000
♦ Number of examinations scheduled each year .....	6,500
♦ Number of appointment actions each year .....	400,000
♦ Number of certification and clearance letters each year .....	5,000
♦ Number of letters answers not related to an application .....	3,000
♦ Number of Course/Instructor Applications each year .....	1,500
♦ Number of telephone calls received each year .....	70,000

### 1.4 Scope of Services

The Department of Insurance expects proposers to provide a detailed work plan for the services outlined in Attachment I which details the scope of services and deliverables or desired results that the State requires of the Contractor.

## **2.0 ADMINISTRATIVE INFORMATION**

### **2.1 Expected Time Period for Contract**

**The period of any contract resulting from this RFP is tentatively scheduled to begin on or about May 1, 2005.** The Department will work with the Contractor to establish a work plan and the deliverables. The work plan should be divided into modules that will correspond with the deliverables specified in the contract.

#### ***Liquidated Damages***

Timely delivery is imperative and, as a result, the contract will contain the following provisions pertaining to the completion of the key activities identified in Contractor's Responsibilities.

In as much as failure to complete key activities within the time fixed in the contract will result in substantial injury to the Department, and as damages arising from such failure cannot be calculated with any degree of certainty, it is agreed that for each and every day work on key activities remains uncompleted beyond the time set for its completion as a result of delays caused by the contractor, the contractor shall pay to the Department the sum of one thousand dollars (\$1,000.00) per day as liquidated damages for such delay, and not as a penalty. The said sum may be deducted from money due to the Contractor as compensation under this agreement. These shall be in addition to any other remedies the Department has by law. Should the contractor be unable to meet any delivery date, an extension may be requested at least five working days prior to the due date. This request may or may not be granted at the sole discretion of the Department. Liquidated damages will not accrue until the expiration of the approved extension.

### **2.2 RFP Coordinator**

Requests for copies of the RFP and written questions must be directed to the RFP Coordinator listed below.

This RFP is available in electronic form at [www.lidi.la.gov](http://www.lidi.la.gov) in PDF format or in printed form by submitting a written request to the RFP Coordinator.

Cathy Cutrer, Administrative Manager  
Louisiana Department of Insurance  
Office of Management and Finance

Mailing Address: P.O. Box 94214  
Baton Rouge, Louisiana 70804-9214

Telephone: (225) 342-2484  
Fax: (225) 342-6324  
Email: [ccutrer@ldi.state.la.us](mailto:ccutrer@ldi.state.la.us)

Street Address: 1702 North 3<sup>rd</sup> Street  
Baton Rouge, Louisiana 70802

## **2.3 Proposer Inquiries**

The State will consider written proposer inquiries regarding the RFP or Scope of Services before the date specified in the Calendar of Events. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via fax at 225-342-6324 or e-mail, [ccutrer@ldi.state.la.us](mailto:ccutrer@ldi.state.la.us) by 4:00 p.m. CST on the date specified in the Schedule of Activities. Any and all questions directed to the RFP Coordinator will be deemed to require an official response. Official responses to each of the questions presented by the proposers will be posted by March 7, 2005 at [www.ldi.la.gov](http://www.ldi.la.gov)

Only Ray Trogolo, Director Information Technology has the authority to officially respond to proposer's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

## **2.4 Calendar of Events**

<b><u>Event</u></b>	<b><u>Date</u></b>
Advertise RFP and mail public announcements	February 18, 2005
Deadline for receiving proposer inquiries	March 4, 2005
Issue responses to proposer inquiries	March 21, 2005
Proposal submission deadline	April 7, 2005
Announce Award of "Successful Proposer"	April 21, 2005

NOTE: The State of Louisiana reserves the right to amend and/or change this schedule of RFP activities, as it deems necessary.

## **3.0 PROPOSAL INFORMATION**

### **3.1 Proposal Response Location**

Proposers who are interested in providing consulting services under this RFP must submit a proposal containing the information specified in Section 4.0. The fully completed proposal with original signatures by an authorized representative must be received in hard copy (printed) version by the RFP Coordinator designated above by the deadline date specified in the Calendar of Events. Fax or e-mail submissions are not acceptable.

It is solely the responsibility of each proposer to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals, which for any reason are not so delivered, will not be considered for purposes of this RFP.

### **3.2 Determination of Responsibility**

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. The State must find that the proposer:

- ✓ Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- ✓ Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- ✓ Is able to comply with the proposed or required time of delivery or performance schedule;
- ✓ Has a satisfactory record of integrity, judgment, and performance; and
- ✓ Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the state to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

### **3.3 RFP Addenda**

State reserves the right to change the calendar of events or revise any part of the RFP by issuing an addendum to the RFP at any time.

### **3.4 Waiver of Administrative Informalities**

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

### **3.5 Proposal Rejection**

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the State's best interest.

### **3.6 Withdrawal and Re-submission of Proposal**

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

### **3.7 Subcontracting Information**

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables referenced in the RFP or proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however should acknowledge in their proposal total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP is also required for each subcontractor.



Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for furnishing any of the work and professional services herein contracted for without the express written approval of the State.

### **3.8 Ownership of Proposal**

**All materials submitted in response to this request become the property of State. Selection or rejection of a proposal does not affect this right.** All elements of Custom Software as a result of the submitted proposal shall be exclusively owned by the Department of Insurance and shall be considered works made for hire for the Department of Insurance.

### **3.9 Proprietary Information**

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Record Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

### **3.10 Cost of Preparing Proposals**

The State is not liable for any costs incurred by prospective proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the proposer in responding to this RFP are entirely the responsibility of the proposer, and shall not be reimbursed in any manner by the State of Louisiana.

### **3.11 Errors and Omissions in Proposal**

The State will not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to errors identified in proposals by State or the proposer. The State, at its option, has the right to request clarification or additional information from the proposers.

### **3.12 Contract Award and Execution**

The State reserves the right to enter into a Contract without further discussion of the proposal submitted based on the initial offer received. The State reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected proposer will become part of any contract initiated by the State.

The selected proposer will be expected to enter into a contract which is substantially the same as the sample contract included in Attachment V. In no event is a Proposer to submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. Negotiations may begin with the announcement of the selected proposer.

If the contract negotiation period exceeds fifteen (15) days or if the selected Proposer fails to sign the final contract within fifteen (15) business days of delivery of it, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

### **3.13 Code of Ethics**

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

## **4.0 RESPONSE INSTRUCTIONS**

### **4.1 Proposal Submission**

Proposals must be received on or before 4:00 p.m. Central Standard Savings Time on the date specified in the Calendar of Events. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

Cathy Cutrer, Administrative Manager  
Louisiana Department of Insurance  
Office of Management and Finance

Mailing Address: P.O. Box 94214  
Baton Rouge, LA 70804-9214

For courier deliver, the street address is 1702 North 3<sup>rd</sup> Street, Baton Rouge, LA 70802 *and* the telephone number is 225-342-2484. It is solely the responsibility of each proposer to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals, which for any reason are not received timely, will not be considered.

### **4.2 Proposal Format**

The State requests that eight copies of the proposal be submitted to the RFP Coordinator at the address specified. At least 1 copy of the proposal shall contain original signatures; that copy should be clearly marked or differentiated from the other copies of the proposal.

This copy will be retained for incorporation by reference in any contract resulting from this RFP.

The proposal must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted.

### **4.3 Cover Letter**

A cover letter addressed to Cathy Cutrer should be submitted on the proposer's official business letterhead explaining the intent of the proposer.

#### **4.4 Technical and Cost Proposal**

Proposer should submit a proposal as specified in Attachment II which shall include enough information to satisfy evaluators that the Proposer has the appropriate experience, and qualifications to perform the scope of services as described herein. Proposer should respond to all areas requested.

#### **4.5 Certification Statement**

The proposer must sign and submit the Certification Statement shown in Attachment IV.

### **5.0 EVALUATION AND SELECTION**

#### **5.1 Evaluation Team**

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the State, which will determine the proposal most advantageous to the state.

#### **5.2 Administrative and Mandatory Screening**

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals found not to be in compliance will be rejected from further consideration.

#### **5.3 Evaluation and Review**

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following:

The Evaluation Team will evaluate and score the proposals by using the criteria and scoring specified in the following table:

<b>Criteria</b>	<b>Maximum Score</b>
1. Approach and Methodology	45
2. Relevant Firm Experience	10
3. Staff Qualifications	20
4. Cost	25
<b>Total Score</b>	<b>100</b>

The total cost of each proposal will be computed by adding the total cost of the design, development and implementation of the system and the Post-Implementation Support/Maintenance for one year

Each proposer will receive a cost score computed as follows:

$$CS = (LPC/PC*25)$$

Where: CS = Computed cost score for Proposer  
LPC = Lowest proposed cost of all Proposers

PC = Proposer's cost

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of highest score. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

#### **5.4 Announcement of Contractor**

The State will notify the successful proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

### **6.0 CONTRACTOR REQUIREMENTS**

#### **6.1 Corporation Requirements**

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana before the contract is executed.

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana before the contract is executed.

#### **6.2 CONFIDENTIALITY OF DATA**

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall

be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

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## **ATTACHMENT I: SCOPE OF SERVICES**

### **FUNCTIONAL AND TECHNICAL REQUIREMENTS**

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#### **Contractor Responsibilities**

1. Design, develop, and implement a technology system that automates the following:

a) Maintenance of all paper documents using the OnBase imaging system.

- ♦ All incoming/outgoing documents shall be referred to as correspondence. A screen shall be designed to display all incoming and outgoing correspondence for each applicant/licensee. The system shall indicate on the screen each item of correspondence, identify if correspondence is incoming or outgoing, the type of correspondence, i.e. application, letter, bond, letter of certification, etc., a description of the type of correspondence that was sent out or received, the date the correspondence was sent out or received, the source of received or sent correspondence, and the staff member generating the correspondence for outgoing correspondence. The Licensing Division shall establish a type for each category of correspondence tracked in the system.
- ♦ All incoming/outgoing documents shall be viewed from the correspondence screen. The database shall be integrated with the imaging system and the image shall be accessed by clicking document from the correspondence screen.
- ♦ Correspondence shall be filed and accessed in the system using an applicant or licensee's social security number, name, and license number if applicable.

b) Profile Screen for all applicants and licensees

A Profile screen shall be developed for all licensees and applicants. Information shall include social security number, license number, full name with prefix and suffix, date of birth, U.S. Citizen or legal alien, home address, business address, and mailing address, telephone numbers, and e-mail addresses. The Notes Alert, Hold Alert and Incorrect Address (es) Alert shall be on this screen. Tool bars on this screen shall provide access to all information relative to this person such as correspondence screen, license screen that includes all history of licenses, application screen that includes all history of applications, criminal history screen, payment/refund screen that includes all receipt and refund history (this will be accessed through the Assessment and Data Management Section), and any other identified during work sessions.

c) Work Queues for Each Category of Work

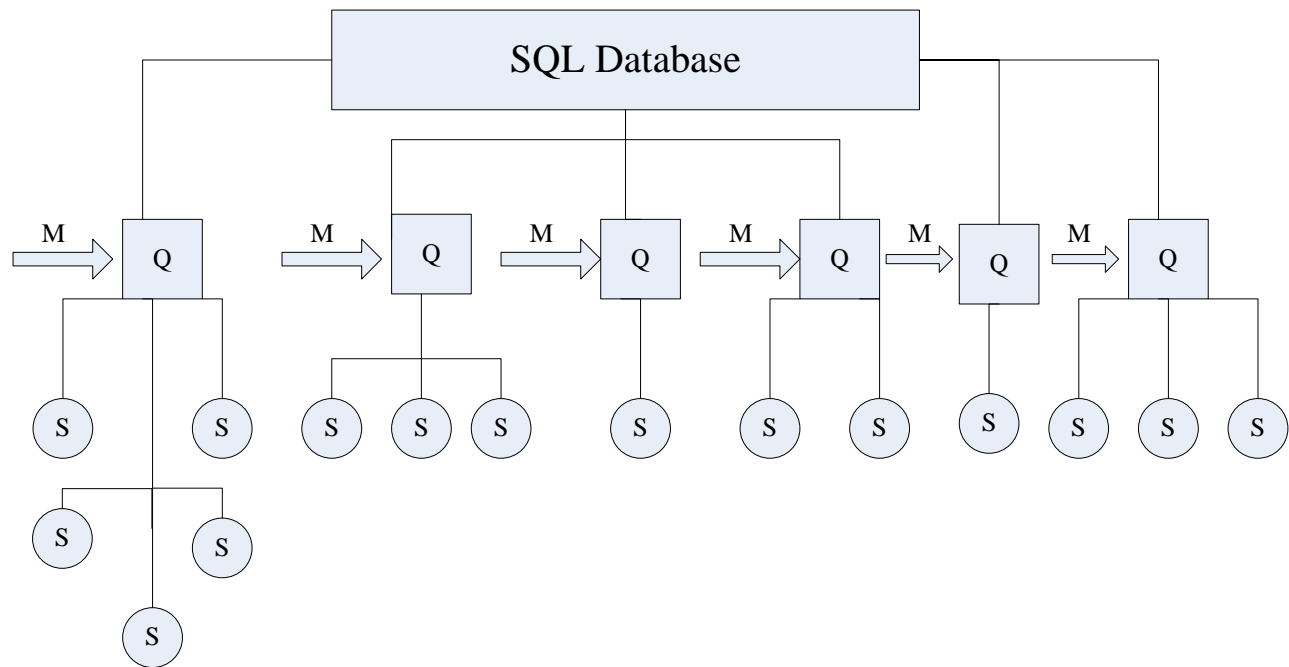
Applicant and Licensee files are tracked in the database by social security number, name, and license number once a license has been issued. A new application and supporting documentation are queued into the work queue when received. In addition, any correspondence that is received that matches an applicant in the database is also queued into the work queue. Entering correspondence into the system shall activate the file for the work queue. Management work queues shall be established for each category of work performed by the Licensing Division. In addition, each employee will have a staff work queue to manage the work assigned from the management work queue. Work is divided into categories and management work queues are established as determined by different units performing the work as follows:

- ♦ Applications from individuals who indicate that they have a criminal history record
- ♦ Applications from individuals who do not indicate that they have a criminal history record
- ♦ Appointments
- ♦ Renewal of Appointments
- ♦ Fingerprint records
- ♦ Requests for letters of certification and letters of clearance
- ♦ Miscellaneous Correspondence – letters or other information received when the individual does not have a pending application.
- ♦ Others as defined

The management work queue functions/screens shall display all of the work (files) for that specific category of work and have a sort option. These screens shall be viewed by administrators. Staff assigned to a specific category of work will select a “get next” option from the management work queue and the next item to be processed will be transferred to the individual’s staff’s work queue. The work retrieved through the “get next” option shall remain in the staff work queue until the work is complete. Staff will not have the ability to delete or transfer a file from the staff work queue. The file will be automatically removed when it is deemed to be complete.

The designated administrator(s) shall have the ability to determine the priority of work to be accessed by staff through the “get next” queue option. Designated administrator(s) shall also have the ability to remove a file from one individual’s work queue and move the file to another individual’s work queue or to the main work queue.

Shown below is a rough sketch of the concept of the Work Queues. The boxes with the “Q” represent the management work queues. The small circles represent the staff work queues and the staff work is automatically accessed from the management work queue. The “M” represents that the manager has access and control to manage the work in the management work queue.



d) Alerts on the individuals profile screen

The alerts shall be in color or lighted when activated to ensure recognition of the alert. Certain criteria are critical in the processing of applications. Clicking on an alert indicator shall launch the appropriate screen with alert details. Such criteria shall be identified, tracked and reflected on the individual’s profile screen.

- ♦ A “hold alert” shall be placed on the system if action is shown to have been taken on an individual’s license by another state as is verified by the DOI database or NAIC database.
- ♦ A “hold alert” shall be placed on the system if the DOI database reflects tabs indicating the file should be reviewed before processing or should not be processed because of a revocation, suspension etc. This will also include information received from the National Association of Insurance Commissioners (NAIC) that



allows entry of an individual into the system with a “hold alert” prior to the individual submitting an application for a license in Louisiana.

- ♦ A “see note” alert shall be placed on the system if a telephone call or other correspondence must be viewed prior to processing the file. See description in (f):
- ♦ An “incorrect address” alert shall be placed on the screen when mail has been returned. Three addresses are collected. The specific address that is undeliverable will be identified.
- ♦ Others as defined.

e) Evaluation functions (screens) for processing all types of work types -

This function (screens) shall be used for staff to process all work retrieved from the “work queue-get next function.”

- ♦ Business rules shall be provided for each type of work or correspondence in the form of a worksheet for each specific request. For the processing of applications, business rules shall include the requirements for each specific license requested. There are approximately 39 different types and classes for which business rules must be included.
- ♦ Everywhere possible the integrated system will verify and automatically record on the analysis work sheet any information received that meets a specific requirement such as “fingerprint card or fingerprint reports received” as verified from the fingerprint processing evaluation function and examination passed as verified from the examination history screen. In addition, the system must calculate required fees based on request for services. The evaluation screen will reflect fees and highlight additional fees due or overpayment of fees requiring a refund.
- ♦ An option shall be provided from the evaluation screen for requesting refunds. Functionality shall be provided for refund requests to be appropriately transmitted to Assessment and Data Management Section for the making the required refund.
- ♦ An option shall be provided to generate correspondence from the evaluation screen. An MS WORD document shall be generated with predetermined formatting (and letters when applicable) for the type of work performed. If the work is being completed from an analysis work sheet, the generated correspondence will automatically list the deficiencies as identified from the analysis work sheet. The letter may be modified prior to generating for printing and mailing. Only the staff to which a file is assigned may generate correspondence through this system.
- ♦ An option shall be provided to generate “Authorization for Examination” or “License” from the Evaluation Screen. When processing an application for a license and all requirements are determined to have been met on the analysis work sheet, an authorization shall be automatically launched into the licensing database that will be electronically forwarded to the testing/licensing contractor.

- ♦ Functionality shall be provided to allow for re-activating an application or other type of correspondence for additional processing by an authorized manager as needed.
- ♦ A summary screen shall be developed to be used for viewing by all authorized users. This summary page will reflect “nothing pending” or the status of “pending work in progress.” It will show when an application or other correspondence was received and the status such as it is in management work queue or to whom the file has been assigned through the “get next” option. In the case of an application, if deficiencies exist that have prevented the authorization of the examination or license, the deficiencies will be listed.
- ♦ The evaluation function (screen) shall track the staff that performed the functions and dates such functions were performed.

f) The Note Alert Option

A function shall be provided for staff to add notes to an individuals file. These notes will be available for review by any authorized user. When notes are added to a file, the author of the note shall indicate if note should be viewed prior to processing an application or only filed. If the “must view” option is selected, this will activate the “Review Notes” option. Otherwise, the note shall become a part of the file and the “Review Notes” option will not be activated.

2. Determine the components, functions, requirements, and characteristics of the proposed licensing system that will include the SQL database and the OnBase Imaging system. The system must continue to provide for all current business functions that include determining eligibility for approximately 39 different types and classes of licenses; processing paper fingerprint cards and digital scanned fingerprints; processing letters of certification and letters of clearance; processing appointments; processing renewal of appointments, processing of individual renewals, and miscellaneous work (all correspondence received that is not attached to a pending application). Some detailed information has been provided regarding the development of the system. **However, the specific functions and elements described in this Request for Proposal are to provide representation of the proposed system. The specific information may not be inclusive of all functions and elements that must be automated for the Licensing Division. Where feasible, the system must automate all aspects of the identified processes.**

The Contractor shall design, program, and deploy all components necessary to implement the desired SQL and OnBase systems.

3. Provide data flow diagrams that are approved by Licensing Division for each process.
4. Provide an error-trapping component in the SQL code in packages, procedures, functions and table triggers.

5. Provide a training document in MS WORD (hard copy and on disk) for all processes. The training document shall be comprehensive and show details of database and imaging screens as needed to provide a thorough knowledge of the operation of the system for the user.
6. Provide online help within the screens developed as part of this project. This online help should be developed using the program, Macromedia Robohelp that was used to develop our current online help files within the Regulated Entity Database (RED) system and has been established as our standard program for online help files.
7. Provide operational training to all Licensing Division staff (approximately 30 staff) thoroughly covering each process. Training will be conducted at the Poydras Building in Baton Rouge, Louisiana.
8. Provide up to one week of staff training for the Information Technology Section at a Department supplied training facility. This training shall be provided for up to ten staff. Training will be conducted at the Poydras Building in Baton Rouge, Louisiana.
9. Provide for letter generation capability using MS Word and printing capability for all components of this system requiring out-going correspondence.
- 10. *The new system must conform to Department of Insurance programming standards and provide for full seamless interfacing with all systems in the Department of Insurance, National Association of Insurance Commissioners (NAIC), National Insurance Producer Registry (NIPR), and other designated entities.***
11. Provide all necessary ad hoc reports with ability to query. Special attention must be given to provisions for the Licensing Division to query reports. To meet the goals of the Licensing Division, it is essential to track all incoming and outgoing work and identify staff who processed outgoing work and when it was processed. In addition, the Office of Planning and Budget and the Legislature are constantly in need of detailed information regarding the number of types and classes of licenses issued, appointments, fees collected for different classifications of work, etc. The Licensing Division has approximately two regular reports that are generated each month. However, the ability to query ad hoc reports for all types of work or information is essential. Listed below is a sample of information that is needed. Other information will be identified during work sessions.
  - ♦ Appointments issued by type and class, licensee, companies, resident or non resident, with re-cap reports such as the number of licensees appointed with the number of different appointments.
  - ♦ Licenses revoked or suspended by Department of Insurance
  - ♦ Deemer date lists with details of file status
  - ♦ Resident licensees who hold state appointments
  - ♦ Non-resident licensees who hold appointments and number of appointments for each

- ♦ Refunds by category such as applicants for licenses, appointments, etc.
- ♦ Returned mail
- ♦ All work processed (these reports could be set up as ad hoc reports). Outgoing work shall capture the staff person and reports shall be generated at will for each staff person and type of work. Example of reports on work processed:
  - Paper applications received and processed with detail of disposition such as denied, authorized, incomplete and closed
  - Paper applications received by type and class
  - Internet applications received and processed
  - Internet applications received by type and class
  - Correspondence received by established category and processed
  - Appointments received and processed
  - Appointments denied
  - Appointments re-instated
  - Renewal of appointments received and processed
  - Renewal of individual licenses
  - Requests received for letter of certifications and clearances received and processed
  - Fingerprint cards and digital prints received and submitted to FDLE/FBI
  - Fingerprint reports received from FDLE/FBI
  - Requests received and processed for forms
  - Letters sent out on incomplete applications
  - Authorizations for examinations to include breakdown by type and class
  - Authorizations for licenses to include breakdown by type and class

## 12. Applicant Private Information

Provide a print option that would redact the social security number from information printed from the database for public records request. This special print option would not replace the regular print option.

## 13. Testing of System

After the Contractor completes and thoroughly tests each component, the Contractor will conduct unit tests and systems tests with the Department. As necessary, corrections shall be made and jointly re-tested until the completed system meets the standards and requirements set forth by the Department. Prior to implementation of the completed system, the Contractor shall conduct load stress tests to ensure that the system will successfully support multiple concurrent users (approximately 30) without any significant degradation to the systems performance.

During a period of not less than 30-days prior to full implementation, the system will be heavily tested by Department employees and other selected users. As errors or discrepancies are identified, the Department shall notify the Contractor. The Contractor shall begin corrective action as least by the next workday following notification of the

problem. When the Contractor has taken corrective action, the Department shall be notified to allow for follow-up testing.

14. Provide detailed technical system documentation as the system is developed and final documentation at completion of the project as follows:
  - ♦ Provide business requirements documentation. Detailed narrative documentation regarding each of the business processes and business functions supported by the system. (e.g., the documentation must include an overall summary of the business process as well as the actual business logic performed by the process.)
  - ♦ Provide Glossary of Business Terms and Acronyms.
  - ♦ Provide detailed documentation regarding each business rule enforced by the system. (e.g., an explanation of the business rules as well as information regarding how and where the rule is enforced and the rule enforcement trigger(s).)
  - ♦ Provide documentation of all interfaces with other systems and any known system limitations or data deficiencies.
  - ♦ Provide documentation for data verification and synchronization procedures when updating multiple applications or servers (e.g., OnBase).
  - ♦ Provide Entity Relationship and Physical diagrams in specified electronic format.
  - ♦ Provide a data dictionary. This can be accomplished by using the table and column comments in SQL. These comments are stored in the SQL system tables.
  - ♦ Provide Platform and Technology Requirements to be used for the system to be developed.
  - ♦ Follow established naming standards for all database objects, scripts and development tool objects as specified by DOI documentation.
  - ♦ Follow established guidelines regarding all tables in databases having audit columns as specified by DOI documentation.
  - ♦ Provide a statement of the business users' requirements for hours of database availability.
  - ♦ Provide requirements for access to data from other applications/servers and hours required. This includes internal and external sources (e.g., NAIC, RED, etc.).
  - ♦ Provide programming source code and follow the guidelines for storage of all source and compiled code.
  - ♦ Provide scripts to rebuild databases to include all objects and roles.
  - ♦ Specify and document types of transactions to be implemented and follow established guidelines regarding the implementation of security, guarding of privacy and database data integrity. Provide documentation of security administration for application.
  - ♦ Ensure that web enabled systems will run in the DOI established web server environment.
  - ♦ Provide on-line help.
15. Obtain approval in advance from the Department for all Software used in the development of the system and security for the system;

16. Provide a contract manager to coordinate work to ensure that the Department meets its project's goals in the established time-line. The project manager shall be identified in the Proposal with at least three references reflecting experience in large similar systems. Another contract manager shall not be assigned to the project without approval of the Department.
17. Clean up and convert data from the INFORMIX database. The system consists of four primary segments as follows:
  - Biographic Data (number of individuals and firms) 203,229 records, the record is 272 bytes long
  - Address Data (number of individuals and firms) 304,032 records, the record is 256 bytes long
  - Comment Data (Number of Comments for individuals and firms) 1,736,358 records; the record is 1014 bytes long
  - Appointment Data (number of appointment records) 384,126 records; the record is 88 bytes long.

### **Department Responsibilities**

1. Provide meeting rooms;
2. Provide office space as needed for support and space for conducting all unit and system tests;
3. Provide the Department and the licensing division staff for consultation to allow a thorough understanding of the current licensing operational systems and all business rules.
4. Provide a contract manager to coordinate elements necessary for the contractor's understanding of current systems and procedures, statutory requirements and otherwise act for the Department in achieving the objectives of the project;
5. Provide the hardware and software platforms necessary for this project which shall include OnBase developer and user licenses and the SQL database;
6. Provide a table(s) with the business rules for all types and classes of licenses and other types of work for the designated work queues.
7. Review the program specifications and provide feedback in a timely manner,
8. Provide staff for testing modules as completed and testing the completed system(s), and

9. Provide classrooms, audiovisual and computer equipment for the training sessions.

### **Post-Implementation Support.**

Post-Implementation Support: Post implementation support shall begin after full implementation and acceptance by the Department of the new system. The Contractor shall provide support and trouble-shooting services for the duration of the contract. The services shall be available Monday through Friday from 8:00 AM through 5:00 PM, Central Time. The Contractor shall correct any aspects of the system that are not functioning in accordance with the system's standards and requirements.

All calls for service shall be placed by the Department's designated representative(s). The Contractor shall not honor requests for service initiated by any other individual(s). The Department will keep the Contractor notified of the designated individuals(s) responsible for the placement of such service calls.

Calls for service shall be conducted as follows:

Non-Emergency Response Time – Upon receipt of the first notification of a problem, the Contractor will acknowledge within one hour that a problem has been reported via e-mail, telephone, or facsimile transmission. Within three additional hours after the problem is acknowledged the Contractor will begin actively diagnosing and resolving the problem unless otherwise approved by the Department Project Manager. This may be accomplished by either a technician on-site or using a remote communications facility with Department approval.

Emergency Response Time – Upon receipt of the first notification of a problem, the Contractor will acknowledge within one hour that a problem has been reported via an agreed upon means of communication. Within one additional hour after the problem is acknowledged, the Contractor will begin actively diagnosing and resolving the problem unless otherwise approved by the Department Project Manager. This may be accomplished by either a technician on-site or using a remote communications facility with Department approval.

For purposes of this section, time period will be measured during the period of contracted time periods. For example, a non-emergency call for support made at 3:30 p.m., shall be acknowledged by 4:30 p.m., and actual diagnosis and resolution activities shall commence by 10:30 a.m., the following workday.

Where service is required outside the established contract hours, the Department Contract Manager must approve such service.

## **Functional Requirements**

The Contractor will provide consulting, analysis, debugging, troubleshooting and programming service support for the above system.



## **ATTACHMENT II:      PROPOSAL REQUIREMENTS**

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### **1.      Executive Summary**

This section should serve to introduce the proposers understanding of the purpose and scope of the proposal. It should include administrative information including, at a minimum, response date, proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 90 days from the date of submission. This section should also include a summary of the proposer's qualifications and ability to meet the State agency's overall requirements.

It should include a positive statement of compliance with the contract terms. If the proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The proposer must address the specific language in Section IV and submit whatever exceptions or exact contract modifications that their firm may seek to the sample contract. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

### **2.      Corporate Background and Experience**

The response should include the ability of the firm to meet the objective of this project, especially the time constraints, and on the quality, relevance and recency of similar projects completed by the firm. The response should contain information to determine that adequate financial resources are available.

The proposer should clearly document specific examples where the firm has completed projects that involve similar complex operation. This section should include information to satisfy 3.2 of the Request for Proposal.

### **3.      Proposed Project Staff**

The written proposal must specify key individuals who will be on the project team and indicate their necessary skills and experience. An emphasis will be placed on the qualifications of the proposer's Project Manager and the availability of the Project Manger to oversee project operations. The proposal should include education and experience, with particular reference to analyzing complex organizational and informational needs and determine the best way to meet these needs; and with performing strategic planning and feasibility studies for streamlining and revising the operations of regulatory or similar agencies for the project manager and other project staff.

### **4.      Approach and Methodology**

Essential to obtaining the objective of this project is the preparation of a well-considered approach. Emphasis should be placed on the soundness and completeness of the work plan including the techniques to be used for collecting and analyzing data, sequencing and relationship of major steps, timeliness of the project proposal, and methods for implementing the project.

The proposer should clearly show how its approach would include additional creative steps beyond what the State has already identified as needed system changes and method to make staff more efficient and effective in performing regulatory functions.

1. Proposer should define their functional approach in developing a detailed design reflecting the most effective means of reengineering the system.
2. Proposer should define their approach reengineering the system within the State agency's infrastructure and identifying issues that would prevent or impair implementation or operation across Louisiana state government's heterogeneous environment.
3. Proposer should define the methodology to be utilized for system development and implementation.
4. Proposer should explain how each Task and Service will be performed (this should take into account use of tools, technologies, etc.
5. Proposer should provide a work plan and schedule for the project.

**5. Cost Information**

1. Provide the total cost (inclusive of travel and all project expenses) for the design, development and implementation of the system. Provide a breakdown of the number of hours, the classification of staff, and the billing rate by classification. If any work will be performed by a subcontractor, the same information must be provided for the staff of the subcontractor. A fixed total should be included to reflect the cost of the system.

2. Provide a monthly rate for Post-Implementation Support.

**6. Administrative Information**

1. Provide a completed Certification Statement as shown in Attachment IV.
2. Discuss any suggested revisions to non-mandatory terms and conditions from Attachment V, Consulting Services Contract.

### **ATTACHMENT III:      QUALITY ASSURANCE FOR INFORMATION TECHNOLOGY PROJECTS**

Initial QA review will determine at minimum:

1. What is to be developed?
2. In what time frame?
3. Who will be responsible for what tasks?
4. What will it probably cost?
5. How will everyone know when it is complete?
6. Upon what assumptions and facts is this information based?

Periodic QA reviews will be conducted to insure the following:

1. Has the scope of the project changed?
2. Is the project technically feasible?
3. What are user and project team responsibilities?
4. Is the completion criteria understood by everyone?
5. What resources have been estimated and committed?
6. Is the project schedule credible?
7. What is the level of risk?

## **ATTACHMENT IV: CERTIFICATION STATEMENT**

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

**OFFICIAL CONTACT:** The State requires that the proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly):

Date: \_\_\_\_\_ Official Contact Name: \_\_\_\_\_

A. E-mail Address: \_\_\_\_\_

B. Facsimile Number with area code: (\_\_\_\_) \_\_\_\_\_

C. US Mail Address: \_\_\_\_\_

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

- (1) The information contained in its response to this RFP is accurate;
- (2) Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
- (3) Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
- (4) Proposer's quote is valid for at least 90 days from the date of proposer's signature below;
- (5) Proposer understands that if selected as the successful proposer, he/she will have fifteen (15) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE of Proposer's Authorized Representative

/ \_\_\_\_\_  
Date

## **ATTACHMENT V: CONSULTING SERVICES CONTRACT**

### **STATE OF LOUISIANA CONTRACT**

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the State of Louisiana, Department of Insurance, hereinafter sometimes referred to as the "State", and [*CONSULTANT'S NAME AND LEGAL ADDRESS INCLUDING ZIP CODE*], hereinafter sometimes referred to as the "Contractor" or "[*CONSULTANT NAME*]", do hereby enter into a contract under the following terms and conditions.

#### **1.0 SCOPE OF SERVICES**

##### **1.1 CONCISE DESCRIPTION OF SERVICES**

Reengineering the existing Agent Licensing System.

The contractor will provide services to design, develop, implement, convert, train and support the Producer Licensing System. The specific project requirements are listed in Attachment I.

##### **1.2 STATEMENT OF WORK**

###### **1.2.1 INTRODUCTION**

This Statement of Work defines the tasks to be performed, the required deliverables, the completion criteria, estimated completion dates, the estimated cost for each Task Schedule; and establishes the responsibilities for accomplishing these tasks.

###### **1.2.2 GOALS AND OBJECTIVES**

To reengineer the existing Producer Licensing (Agent Licensing) system such that it provides for required functionality and seamlessly integrates with existing Department applications.

###### **1.2.3 PERFORMANCE MEASURES**

The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the contractor's performance as against the criteria in the Statement of Work.

###### **1.2.4 MONITORING PLAN**

*Ray Trogolo, IT Director*, will monitor the services provided by the **contractor** and the expenditure of funds under this contract. Ray Trogolo, IT Director will be primarily responsible for the day-to-day contact with the **contractor** and day-to-day monitoring of the **contractor's** performance.

Contractor will conduct interviews and meetings with Department staff and will provide weekly reports to the contract supervisor, outlining the outcome of the above analysis.

Contractor completes its work and submits all reports on or before the end of the contract term.

These services will be provided in accordance with the Information Technology Division's Quality Assurance Guidelines as outlined in Attachment III of the Request for Proposal. The Quality Assurance process will at a minimum provide an initial quality assurance review to confirm; project scope, project timeframe/milestones, individual responsibilities, project completion criteria and assumptions and facts that this information is based upon.

Additionally, periodic quality assurance reviews will be conducted to insure the following; scope containment, technical feasibility, user and project team responsibilities, resources estimated and committed, project schedule credibility and level of risk.

### **1.2.5 CONTRACTOR TASKS AND RESPONSIBILITIES**

To be negotiated upon contract award.

### **1.2.6 DELIVERABLES**

A reengineered Producer Licensing system that is seamlessly integrated with existing Department applications.

### **1.2.7 SUBSTITUTION OF KEY PERSONNEL**

The Contractor's personnel assigned to this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks.

## **2.0 ADMINISTRATIVE REQUIREMENTS**

### **2.1 TERM OF CONTRACT**

This contract begins on \_\_\_\_\_ and ends on \_\_\_\_\_. The State has the right to amend the contract up to a maximum of thirty-six months.

### **2.2 STATE FURNISHED RESOURCES**

State shall appoint Ray Trogolo as Project Coordinator for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Coordinator shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

### **2.3 TAXES**

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is \_\_\_\_\_.

### **3.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT**

#### **3.1 PAYMENT TERMS**

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$/TO BE INSERTED/. Payments are to be at an hourly rate and invoiced monthly. Payments will be made to the Contractor after approval of an invoice. State will make every reasonable effort to make payments within 25 workdays of the approval of invoice and under a valid contract. Payment will be made only on approval of Ray Trogolo.

### **4.0 TERMINATION**

#### **4.1 TERMINATION FOR CAUSE**

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in the solicitation will constitute a default and may cause cancellation of the contract. Where the State has determined the Contractor to be in default, the State reserves the right to obtain any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent proposal from the defaulting contractor will be considered.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the state to cure the defect.

#### **4.2 TERMINATION FOR CONVENIENCE**

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

#### **4.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is

reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

## **5.0 INDEMINIFICATION & LIMITATION OF LIABILITY**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance,



or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **6.0 CONTRACT CONTROVERSIES**

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statute 39:1524-1526.

## **7.0 ASSIGNMENT**

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

## **8.0 RIGHT TO AUDIT**

The State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

## **9.0 CONTRACT MODIFICATION**

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

## **10.0 CONFIDENTIALITY OF DATA**

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the

observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance is the contractor to discuss and/or release information to the media concerning this project without prior express written approval of the Louisiana Department of Insurance.

### **11.0 SUBCONTRACTORS**

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties.

### **12.0 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

### **13.0 INSURANCE**

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana state agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of

insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

**Compensation Insurance:** Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

**Commercial General Liability Insurance:** The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

**Insurance Covering Special Hazards:** Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

**Licensed and Non-Licensed Motor Vehicles:** The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

**Subcontractor's Insurance:** The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

## **14.0 APPLICABLE LAW**

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

#### **15.0 CODE OF ETHICS**

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the Performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

#### **16.0 SEVERABILITY**

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

#### **17.0 COMPLETE CONTRACT**

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

#### **18.0 ORDER OF PRECEDENCE**

This contract shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Proposal.

THUS DONE AND SIGNED on the date(s) noted below:

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE

\_\_\_\_\_  
STATE'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE